

Appl. No.: 10/086,737
Filed: March 4, 2002
Amdt. dated 01/04/2006

REMARKS

This Preliminary Amendment is filed concurrently with a Request for Continued Examination (RCE) in response to the Notice of Appeal of September 6, 2005, which was filed in response to final Official Action of May 4, 2005 and the Advisory Action of August 24, 2005.

Claims 19-40 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,604,453 to Inubushi et al. ("Inubushi") in view of U.S. Patent No. 6,608,664 to Hasegawa. These rejections are traversed for the following reasons.

Independent Claims 19, 31 and 32 recite: "...a window which covers the liquid crystal display to provide protection thereof" and "an elastic part located between the liquid crystal display and the second housing part, contacting the first housing part and including a portion which contacts an under surface of the window...." The Official Action states that Inubushi discloses a "window" which is "an opening in relation to the second housing," and further discloses an elastic member that "contacts the under surface of the opening." While Inubushi may disclose an elastic member that contacts an under surface of an opening, Applicants respectfully disagree with the assertion that such an opening is a "window" as recited in independent Claims 19, 31 and 32.

The Official Action appears to interpret the term "window" as an opening in a housing (similar to a window frame) rather than a protective surface spanning such an opening (similar to a window pane). However, neither Inubushi nor the present application use the term "window" to describe an opening in a housing. Rather, both Inubushi and the present application use the term "window" to describe a surface spanning an opening. Inubushi describes element 2 as a "display window" (Col. 1, lines 31-33) and element 2 is illustrated in Figures 2-4 as a surface spanning an opening, and not as the opening itself. Similarly, replacement paragraph 0017 of the present application distinguishes between window frame and protection window ("a window frame 3 encircling the protection window 3"). Furthermore, independent Claims 19, 31 and 32 recite: "...a window which covers the liquid crystal display to provide protection thereof" An opening would not provide protection to the LCD, but a surface spanning an opening would provide such protection. Additionally, a "protection window" is illustrated in replacement Figures 4 and 5 (shown in the figures as element "3" but described in specification as element

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“3”) of the present application as a surface spanning an opening and not as the opening itself. As such, the term “window” as recited in Claims 19, 31 and 32 should be interpreted as a protective surface spanning an opening. Therefore, Inubushi cannot be said to disclose an elastic part that contacts the under surface of a window, as recited in independent Claims 19, 31 and 32.

In a telephone interview with Applicants’ undersigned attorney, the Examiner stated that the term “window” is broad enough to encompass either an opening in a housing or a protective surface spanning such a housing. Applicants respectfully disagree with this assertion. However, Claims 19, 21, 31 and 32 have been amended to more particularly distinguish these claims from Inubushi. In particular, the claim term “window” has been amended to “protective window” to further clarify that this claim term should be interpreted as a surface spanning an opening.

It is respectfully submitted that all of the claims of the application are in condition for allowance. It is respectfully requested that a Notice of Allowance be issued in due course. The Examiner is encouraged to contact Applicants’ undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

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Respectfully submitted,



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